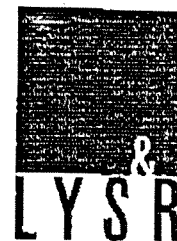


Exhibit D

LINER YANKELEVITZ SUNSHINE & REGENSTREIF LLP1100 Glendon Avenue | 14th Floor | Los Angeles, CA 90024.3503
t 310.500.3500 | f 310.500.3501Total pages transmitted: - 3 - (including this first page)

RECIPIENT	COMPANY	FAX NO.	PHONE No.
1. Warren J. Martin, Jr. Esq.	Prozio Bromberg & Newman, P.C.	(973) 538-5146	

 FOR YOUR FILES PLEASE COMMENT FOR YOUR REVIEW PLEASE TELEPHONE ME FOR YOUR INFORMATION ALSO SENT VIA U.S. MAIL IN ACCORDANCE WITH YOUR REQUEST PLEASE HANDLE**FROM:** Rosemary A. Hooke**DATE:** August 29, 2005**PHONE No.:** (310) 500-3602**FILE No.:** 38528.005**MESSAGE:****CAUTION: PRIVILEGED AND/OR CONFIDENTIAL INFORMATION**

THE INFORMATION CONTAINED IN THIS FACSIMILE COVER SHEET AND THE ATTACHMENTS, IF ANY, ARE PRIVILEGED, CONFIDENTIAL AND INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR REPRODUCTION OF THIS COMMUNICATION, OR ANY PART HEREOF, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY LINER YANKELEVITZ SUNSHINE & REGENSTREIF LLP BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE.

LOS ANGELES | SAN FRANCISCO

www.linerlaw.com

LINER YANKELEVITZ SUNSHINE & REBENSTREIF LLP

1100 Glendon Avenue | 14th Floor | Los Angeles, CA 90024.3503

t 310.500.3500 | f. 310.500.3501

ROSEMARY A. MOORE

rmoore@linerlaw.com

Direct Dial: (310) 500-3602



August 29, 2005

VIA FACSIMILE (973-538-5146) & U.S. MAIL

Warren J. Martin, Jr., Esq.
Prozio Bromberg & Newman, P.C.
100 Southgate Parkway
PO Box 1997
Morristown, New Jersey 07962-1997

Re: Fleer/Skybox Dispute

Mr. Martin:

As you are aware, we represent FSB Acquisition Company, LLC ("FSB") in connection with the acquisition which was the subject of that certain Asset Purchase Agreement dated as of June 30, 2005, as amended as of July 15, 2005, by and between FSB and Warren J. Martin, Jr. ("Seller") as Assignee for the Benefit of Creditors of Fleer/Skybox International LP ("Fleer/Skybox") and Fleer Collectibles, LLC (the "Agreement"). We understand that a dispute has arisen between FSB and Seller in connection with Seller's desire to sell certain master photographs, including digital files containing such master photographs, used to manufacture retail merchandise (e.g., trading cards) (collectively, the "Disputed Property"). The Disputed Property is firmly within the definition of the intellectual property purchased by FSB under the terms and conditions of the Agreement and FSB's exclusive ownership of the Disputed Property was clearly the spirit of the business deal reached by the parties.

FSB has informed us of Seller's position that the rights to the Disputed Property were retained by Seller as "existing inventory of product and items assigned by Fleer/Skybox to Seller" ("Assignee's Inventory"). The Disputed Property does not fall within the definition of the Assignee's Inventory because the Disputed Property is the copyrighted work required to create the Assignee's Inventory (i.e., the Disputed Property includes the masters used to produce the Assignee's Inventory). Pursuant to Section 1.1 of the Agreement, Seller sells, transfers, assigns and conveys to FSB all of Seller's right, title and interest in and to the "Fleer/Skybox Intellectual Property," which includes "[a]ll U.S. and foreign copyrights (registered and unregistered)" and "[a]ll trade secrets, know-how and other intellectual property of any kind" to which Fleer/Skybox has any right, title or interest (see Section 1.1(a)(ii); Section 1.1(a)(iii)). The foregoing makes it clear that Seller's sale, transfer, assignment and conveyance to FSB of the Fleer/Skybox Intellectual Property encompassed all of Seller's (and Fleer/Skybox's) right, title and interest in and to the Disputed Property, including Seller's right to any copyrights and/or other intellectual property rights in and to the Disputed Property. Accordingly, as Seller transferred to FSB all of its rights to the Disputed Property, Seller has no right to now decide to sell the Disputed Property.

Warren J. Martin, Jr., Esq.
August 29, 2005
Page 2

FSB has further informed us of Seller's position that Seller has the right to sell the Disputed Property pursuant to the "first sale" doctrine. This position is not supported by the text of the "first sale" doctrine nor was it the spirit of the business deal reached by the parties. The "first sale" doctrine applies to "a particular copy [of a copyrighted work] . . . lawfully made under this title" (17 U.S.C. § 109(a)). The "first sale" doctrine allows the owner of a "copy" of a copyrighted work to dispose of possession of that "copy." However, in this case, the Disputed Property constitutes the copyrighted work itself from which such "copy" may be reproduced, and thus, the "first sale" doctrine does not apply.

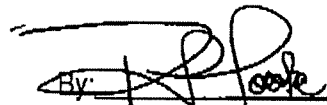
In connection with the limited covenant not to sue set forth in the Agreement, because the Disputed Property does not fall within the definition of the Assignee's Inventory, Section 8.10 does not apply. Section 8.10 makes it clear that the covenant not to sue "shall not be interpreted or construed to effectuate any abandonment of or intention to abandon any rights of [FSB] in the Fleer/Skybox Intellectual Property . . . [or] to provide evidence that any use of Fleer/Skybox Intellectual Property . . . does not constitute an infringement of any of [FSB's] rights therein."

In light of the foregoing, Seller will be liable for direct copyright infringement if Seller sells the Disputed Property. Further, in the event that a third-party buyer of the Disputed Property reproduces and/or distributes the Disputed Property or otherwise violates FSB's exclusive rights in and to the Disputed Property, Seller will be liable as a contributory infringer.

FSB hereby demands that Seller immediately cease and desist from Seller's plan to sell the Disputed Property. FSB hereby further demands that Seller immediately send the Disputed Property to FSB at the address set forth in the Agreement. This correspondence does not constitute a complete statement of the factual or legal positions of FSB and nothing contained herein is intended as, or constitutes a waiver of, any of FSB's rights and remedies against any person or entity, at law, in equity or otherwise, all of which are hereby specifically reserved.

Respectfully yours,

LINER YANKELEVITZ
SUNSHINE & REGENSTREIF LLP

By: 
Rosemary A. Hooke

RAH

Copies: J. Grode, Esq.
L. Cohen, Esq.
P. Swanson, Esq.
J. Stewart, Esq.

Exhibit E

MICHAEL J. GILLEECE
MEMBER, NJ AND PA BARS
DIRECT DIAL NO.: 973-889-4364
E-MAIL ADDRESS: MJGILLEECE@PBNLAW.COM

August 30, 2005

VIA FACSIMILE AND FIRST CLASS MAIL

Rosemary A. Hooke, Esq.
Liner Yankelevitz Sunshine & Regenstreif LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024

Re: *Fleer/SkyBox International LP and Fleer Collectibles, LLC*
Our File No.: 00553.66065

Dear Ms. Hooke:

This firm represents Warren J. Martin Jr. as Assignee for the Benefit of Creditors of Fleer/Skybox International, L.P. and Fleer Collectibles, LLC (the "Assignee"). I write this letter in response to your letter dated August 29, 2005 regarding the dispute concerning certain digital images and photographic slides which are in Assignee's possession as Assignee for the Benefit of the Creditors of Fleer/SkyBox International L.P. ("Seller"). Your client, FSB Acquisition Company, LLC ("Upper Deck" or "Buyer"), alleges that it owns the digital images and photographic slides under the Asset Purchase Agreement dated as of June 30, 2005 (and amended as of July 15, 2005)(the "APA") because they fall "firmly within the definition of the intellectual property purchased by FSB under the terms and conditions of the Agreement" and because this "was clearly the spirit of the business deal." To the contrary, the digital images and photographic slides were not sold to Upper Deck and remain part of the assets of Fleer/SkyBox International L.P. ("Fleer"). Moreover, the language of the APA expressly permits the sale of such items with no obligation or liability to Buyer.

The digital images and photographic slides were not included within the assets sold to Buyer under the APA. As provided by Section 1.1 of the APA, Buyer did not purchase any of the tangible assets of Fleer. Buyer purchased only the "Fleer/SkyBox Intellectual Property," an expressly defined term which included trademarks, copyrights, and other intangible rights. (*APA at Section 1.1.*) As Seller, the Assignee retained all tangible assets of Fleer.

100 SOUTHGATE PARKWAY, P.O. BOX 1997
MORRISTOWN, NJ 07962-1997
NEW YORK CITY OFFICE: 212-265-6888
BRICK NJ OFFICE: 732-262-9248
www.pbnlaw.com

The Copyright Act specifically recognizes that ownership of copyrights is distinct from ownership of a material object:

Ownership of a copyright, or of any of the exclusive rights under copyright, is distinct from ownership of any material object in which the work is embodied. Transfer of any material object, including the copy or phonorecord in which the work is first fixed, does not of itself convey any rights in the copyrighted work embodied in the object; **nor, in the absence of an agreement, does transfer of ownership of a copyright or of any exclusive rights under a copyright convey property rights in any material object.**

(17 U.S.C. § 202)(emphasis added). The digital images and photographic slides are material objects in which some of the copyrighted works purchased under the APA are embodied. No such agreement was ever made to transfer to Buyer those material objects. Buyer's claim that the digital images and photographic slides may also be used to create additional copies of the copyrighted works is of no consequence to the fact that the Assignee retains ownership of them as the material objects which they remain. Upon Fleer's execution of the Deed of Assignment, the Assignee owned the digital images and photographic slides, as well as the intellectual property rights which were contained and embodied within those images and slides. The Assignee sold only the intangible intellectual property rights, choosing to retain the material objects themselves within Fleer's inventory.

While the Assignee's ownership of the digital images and photographic slides arises out of Section 1.1 of the APA and the copyright laws, his authority to sell the digital images and photographic slides without violating or infringing upon any of Buyer's rights derives from Section 8.10 of the APA. Although copyright law ordinarily precludes the unauthorized distribution of copyrighted works, Buyer has expressly authorized the Assignee's sale of "existing inventory of product and items assigned by Fleer/SkyBox to Seller ("Assignee's Inventory") which may contain or display on such articles Fleer/SkyBox Intellectual Property and/or the trademarks, copyrights, and other intellectual property of Fleer Collectibles ("Fleer Collectibles Intellectual Property)." *(See APA at Section 8.10.)* The "Assignee's Inventory," which is permitted to be sold, is a defined term which includes both an "inventory of products" and "items." Buyer expressly acknowledged and agreed that it "consents to the incorporation in or display on each article of Assignee's Inventory of any Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property as presently existing for the limited purpose of such sale of the Assignee's Inventory . . . with no further obligations to Buyer other than as expressly provided herein." *(Id.)(emphasis added).* In addition to that consent to use, Buyer also provided a covenant not to sue, agreeing that "it will not and shall not pursue, threaten, or otherwise seek (through litigation, arbitration, administrative, or other proceeding) to enforce any claims or rights in and to the Fleer/SkyBox Intellectual Property and/or Fleer Collectibles Intellectual Property against Seller arising out of or in connection with such sale of Assignee's Inventory." *(Id.)*

Accordingly, Buyer has no grounds to object or to assert any claims, for either direct or contributory infringement, against Seller in connection with any items of Assignee's Inventory to be sold at the upcoming auction sale.

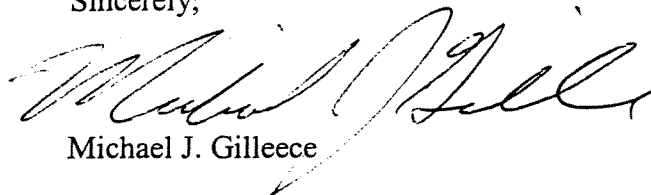
For purposes of clarification, the reference to the "first sale" doctrine contained within the last sentence of Section 8.10 addresses only the nature of Seller's sale of the inventory and items to purchasers at the auction sale, and any resulting effects upon the transferability of such items subsequent to the auction sale. (*See id.*) As discussed above, the Assignee's right to sell the digital images and photographic slides (among other inventory, articles, and items) derives from the express language of the consent to use and covenant not to sue set forth within the preceding sentences in Section 8.10.

The Assignee considers your correspondence of August 29 to constitute an improper threat of enforcement of rights which your client expressly agreed it would never assert. (*See APA at Section 8.10, stating that Buyer "will not and shall not pursue, threaten, or otherwise seek" to enforce claims relating to the sale of Assignee's Inventory 'containing Fleeer/SkyBox Intellectual Property.'*) The Assignee is bound by a duty to the Court and to the Creditors of Fleeer to maximize the value of the assets of Fleeer – a duty which is acknowledged and referenced in Section 8.10. (*See id.*) The express terms of Section 8.10 permit the sale of "products," "items," and "articles," which include the digital images and photographic slides. As a company engaged in the same business operations as Fleeer, Upper Deck was aware of the existence and use of digital images and photographic slides. Nevertheless, Upper Deck never proposed or suggested language for the APA providing that digital images and photographic slides be included in Section 1.1 of the APA, or that they be carved out of or exempted from the articles and items permitted to be sold by the Assignee under Section 8.10.

The Assignee's duties require him to sell such articles and items in order to obtain their monetary value. Your threats of damages for direct and contributory infringement against the Assignee are improper and unwarranted. The Court must approve any sale of assets, articles, and items – and it is the Assignee's intention to act in the utmost good faith and to sell the digital images and photographic slides only if the Court determines that such sale is appropriate and not in violation of any of Buyer's rights. You are invited to make objections of record to the auction sale scheduled to occur on September 9, 2005, and any failure by Buyer to bring such issues before the Court in a timely

matter shall constitute your waiver of such rights, to the extent any such rights exist, as provided by Section 14 of the APA.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Gilleece". The signature is fluid and cursive, with a large initial "M" and "J".

Michael J. Gilleece

cc: Curtis L. Golkow, Esq.
Joshua Grode, Esq.
Leslie Cohen, Esq.
Paul Swanson, Esq.
Julie Stewart, Esq.

Exhibit F



C
P

MediaBin, Inc.
MediaBin Software License Agreement

This agreement (Agreement) is made and entered into on this ____ day of _____, 2002 (Effective Date) by and between MediaBin, Inc. (MediaBin) and Fleer Trading Cards (Licensee or you). This Agreement, along with any Attachments, is the complete and exclusive statement of the agreement between MediaBin and the Licensee that supercedes any prior agreement, oral or written, relating to the subject matter of this Agreement.

1. **GRANT OF LICENSE.** The software licensed to you under this Agreement includes Server Software and Client Software, updates to the Server or Client Software, and all electronic or written documentation accompanying the Software (collectively "Software"). MediaBin grants you a paid-up, world-wide, non-exclusive and limited license to:

- a) use the executable version of the Server Software on a single server computer (one or multiple processors) for each Server Software license fee you pay to MediaBin;
- b) make multiple backup copies of the Server Software as needed for archival use only;
- c) make multiple copies of the Client Software for use on computers communicating with the Server Software via a network; and
- d) make multiple copies of the documentation as necessary for the effective use of the Software;

provided that you:

- (i) use the Software for your internal use only and do not provide for a fee any timeshare, service bureau, application service provider or any similar type services;
- (ii) do not sublicense, assign, rent, sell, lease, distribute or otherwise transfer the Software or any of the rights granted by this Agreement to any third party other than as expressly provided in this Agreement;
- (iii) take all reasonable precautions to prevent unauthorized persons from obtaining access to or use of the Software;
- (iv) do not modify, alter, disassemble, decompile or reverse engineer the Software;
- (v) do not modify or alter the Software without the prior written consent of MediaBin.

2. **OWNERSHIP & INTELLECTUAL PROPERTY.** MediaBin reserves all rights not expressly granted herein. This is a license agreement and not an agreement for sale of software. Except as set forth in this Agreement, no express or implied license or other right of any kind regarding the Software is granted to you. You shall reproduce and include the copyright notices and other proprietary notices on all copies of the Software.

3. **MAINTENANCE. *MediaBin Obligations.*** MediaBin shall provide maintenance for Software from Monday through Friday 8:30am to 8:00pm (Eastern Time), excluding MediaBin's locally observed holidays. Maintenance includes corrections, changes and enhancements to Software; updates and upgrades to the Software if and when made generally available; and responses to telephone, email or facsimile requests made to MediaBin's support organization. MediaBin will inform Licensee, in advance, if any assistance requested by the Licensee is not covered under maintenance and is subject to additional charges.

Limitations on MediaBin Obligations. Notwithstanding anything to the contrary elsewhere in this Agreement, MediaBin shall have no obligation to provide Licensee with any services with respect to the Software if: (i) Licensee or a third party has altered or modified any portion of the Software in any manner without the express, prior written consent of MediaBin; (ii) Licensee has not used the Software in material

conformance with operating instructions provided by MediaBin; or, (iii) Licensee is not in full compliance with the other terms of this Agreement.

Licensee's Obligations. Licensee shall maintain the Software in good working order and install all updates and upgrades as soon as reasonably feasible; pay maintenance invoices when due; and designate two employees as primary contacts who shall remain knowledgeable in the use of the Software, serve as the primary contact with MediaBin on all Software and maintenance issues and provide support to other Licensee users.

4. LIMITED WARRANTY/EXCLUSIVE REMEDY. MediaBin warrants that it is the owner or licensor of the Software and it has the right and authority to enter into and perform this Agreement. MediaBin further warrants that for a period of ninety (90) days from initial delivery of the Software ("Warranty Period"), that (i) the Software will substantially conform to the functional description in its associated documentation, (ii) the physical media and documentation containing the Software will be free from defects in materials and workmanship, and (iii) the Software as delivered does not contain any known virus or other routine that can disable, erase or otherwise harm the Software, or Licensee's other software or data. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. MediaBin does not warrant that use of the Software will be uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software shall not restart or otherwise affect the Warranty Period.

Your exclusive remedy for breach of this limited warranty shall be, at MediaBin's option, either (i) correction or replacement of the Software not in compliance with products which conform to the above-stated limited warranty; or (ii) refund of the price paid for the Software and termination of the license rights granted in Section 1 of the Agreement with respect to those copies not in compliance. To claim the benefit of this limited warranty you must give MediaBin written notice of any breach of the above-stated limited warranty during the Warranty Period.

EXCEPT AS SET FORTH IN SECTIONS 4 AND 6, MEDIABIN MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND ANY SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (I) OF MERCHANTABILITY, (II) OF SATISFACTORY QUALITY, (III) OF FITNESS FOR A PARTICULAR PURPOSE, OR (IV) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

5. LIMITATION OF LIABILITY. EXCEPT AS PROVIDED IN SECTIONS 4 AND 6, IN NO EVENT WILL MEDIABIN, ITS OFFICERS OR EMPLOYEES, BE LIABLE FOR: (I) COSTS OF SUBSTITUTE GOODS OR SERVICES; (II) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION OF CONTRACT OR TORT, EVEN IF THE MEDIABIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (III) ANY CLAIM AGAINST YOU BY ANY THIRD PARTY; AND (IV) ANY DAMAGES, LOSSES OR INJURIES TO YOU, OR THOSE CLAIMING THROUGH YOU, IN EXCESS OF THE FEES PAID BY YOU FOR THE SOFTWARE OR SERVICES DIRECTLY CAUSING THE LIABILITY. ANY LIMITATIONS OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO PERSONAL INJURY.

6. INFRINGEMENT INDEMNITY. If an action is brought against you claiming that the Software infringes any third party copyright or patent or misappropriates any third party trade secret rights, then MediaBin shall indemnify you and hold you harmless against all damages and costs awarded against you, or settlements entered into by MediaBin on your behalf, in the action, subject to Section 6(b), but only if: (i)

One
UP

you notify MediaBin promptly and in writing upon learning of such claim; (ii) MediaBin is given sole control of any proceedings or negotiations in connection with the claim; (iii) you take no action that in MediaBin's reasonable judgment materially impairs MediaBin's defense of the claim; and (iv) at MediaBin's expense, you cooperate and assist in the defense or settlement of the claim, as reasonably requested by MediaBin.

In performing its indemnity obligations in Section 6, MediaBin may, at its option and expense, either (i) substitute a substantially equivalent non-infringing item for the infringing item; (ii) modify the infringing item so that it no longer infringes but remains functionally equivalent; or (iii) obtain for you the right to continue using such item. If none of the foregoing is commercially practicable in MediaBin's reasonable opinion, MediaBin may terminate this Agreement and will accept a return of the infringing Software and refund to you the license fees paid therefor. The indemnity in Section 6(a) will not apply if and to the extent that the infringement claim results from (i) a modification of the Software not provided by MediaBin; (ii) a failure to promptly install an update; or (iii) the combination of the Software with items not provided by MediaBin.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, SECTION 6 STATES THE ENTIRE LIABILITY AND OBLIGATION OF THE MEDIABIN WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

7. CONFIDENTIAL INFORMATION. Each party ("Receiving Party") acknowledges that it may have access to information that the other party ("Disclosing Party") considers or is obligated to keep confidential, proprietary and/or sensitive, the disclosure of which could result in substantial and irreparable damage to the other party. "Confidential Information" means business or technical information of either party, its affiliates, their suppliers and customers, in any form, including, but not limited to, software, product data, sales data, financial data, customer data, formulas, processes, techniques and methods or ideas that are not generally known or available. Each party further acknowledges that such Confidential Information is and shall remain the sole property of the Disclosing Party (including any copyrights, trade secrets or other intellectual property rights therein) and agrees that it will regard and preserve as confidential all such Confidential Information received or learned by the Receiving Party in connection with its activities under this Agreement. To preserve its confidentiality Receiving Party will not, without first obtaining the written consent of the Disclosing Party, disclose to any person, firm or enterprise, or use for its own benefit, any such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not be considered confidential, proprietary or sensitive only to the extent that such information: (a) is already known to the Receiving Party at the time it is obtained from Disclosing Party; (b) is or becomes publicly known through no wrongful act of Receiving Party; or (c) is rightfully received by Receiving Party from a third party without an accompanying restriction on use or disclosure.

An infringement or other violation of Disclosing Party's proprietary rights by Receiving Party, including disclosure of any of Disclosing Party's Confidential Information in violation of the terms of this Agreement ("Proprietary Rights Violation"), may cause immediate and irreparable injury, loss and/or damage to Disclosing Party for which an adequate remedy at law may not exist. Therefore, in the event of an actual or threatened Proprietary Rights Violation by Receiving Party, through any means whatsoever, Disclosing Party may obtain from a court of competent jurisdiction specific performance and/or temporary or permanent injunctive relief to prevent a Proprietary Rights Violation without the necessity of showing irreparable harm or posting bond.

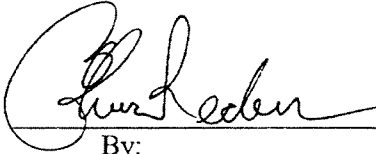
8. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by (i) ceasing your use of the Software, and (ii) either returning to MediaBin all copies of the Software in your possession or control or by certifying in writing to MediaBin that such copies in use have been destroyed. This Agreement may be terminated by MediaBin if (i) you fail to pay the license fees or other charges, or (ii) you fail to comply with any material terms and conditions of this Agreement and do not remedy such failure within thirty (30) days after receiving written notice from MediaBin. Upon any

Case
A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Licensee: Fleer Trading Cards

MediaBin: MediaBin, Inc.


By: _____

By: _____

Chuck Pederson
Print Name: _____

Print Name: _____

Director of FS
Title: _____

Title: _____

6/30/2003
Date: _____

Date: _____

Attachment A – MediaBin Order Form

Attachment B – Addendum to initial Order Form

MediaBin, Inc.
Software License Agreement
Attachment A- Order Form



MediaBin Sales Representative

Date: 6/23/03

Name: David E. Dalbo
 Tel: 404-264-8105
 Fax: 404-264-8300
 email: ddalbo@mediabin.com

Licensee: Fleer Trading Cards

Ship To Address:
Same as "Licensee"

Licensee Contact and Address:

Mr. Chuck Pederson
 Director of IT
 Fleer Trading Cards
 1120 Route 73, Suite 300
 Mount Laurel, NJ 08054
 Telephone: 856-231-5909
 Fax: _____
 E-Mail: _____

Phone: _____

Bill To Address:
Same as "Licensee"

Sales Tax District - Name _____
 Sales Tax District - Rate _____

Phone: _____

Products or Services	Concurrent Users	Product No.	Unit Price	Qty.	Extended Price	Maintenance
MediaBin Asset Manager	10	MBAM-10	\$75,000.00	1	\$75,000.00	\$13,500.00
MediaBin Deployment Agent	N/A	MBDA	\$15,000.00	1	\$15,000.00	\$2,700.00
MediaBin COM API	N/A	MBAPI	\$10,000.00	1	\$10,000.00	\$1,800.00
Total Software License Fees					\$100,000.00	\$18,000.00
less Discount					(\$22,900.00)	
Net Software License Fees					\$77,100.00	\$13,878.00
					(\$6,939.00)	
MediaBin Installation Assistance			\$1,800.00	2	\$3,600.00	
MediaBin Implementation Planning Assistance			\$1,800.00	1	\$1,800.00	
MediaBin Administrator Training			\$1,500.00	2	\$3,000.00	
MediaBin Scripting Assistance & Training			\$1,800.00	4	\$7,200.00	
Total MediaBin Services					\$15,600.00	

TOTAL LICENSE FEES AND SERVICES \$85,761.00
TOTAL TWELVE MONTH MAINTENANCE \$13,878.00

Initial maintenance term shall begin upon execution of this order and continue for 12 months. Thereafter, customer may elect to continue maintenance on an annual basis.

Requested Delivery Date TBD

Terms valid until 06/30/03

Delivery Method CD

Electronic X

Licensee: Fleer Trading Cards

MediaBin, Inc.

Chuck Pederson

By: _____

CHUCK PEDERSON

Print Name: _____

Print Name: _____

DIRECTOR OF IS

Title: _____

Title: _____

6/30/2003

Date: _____

Date: _____

Case
X

Attachment B –
Addendum to Initial Order Form

NOTES

- Note 1. Maintenance Renewal.** Interwoven will automatically invoice renewal Maintenance term(s) at least thirty (30) days before the expiration of the prior Maintenance term. If Customer renews Maintenance for subsequent terms, the Fees shall be the same rates based on the Software License Fees as of the Effective Date of this Agreement, with no more than a five percent (5%) increase in any one (1) year subsequent term(s), so long as Customer remains enrolled in the same Maintenance program, pays all Fees when due and does not change the Software licensed.
- Note 2.** For a period of two (2) years from the Effective Date, Customer may purchase additional Concurrent Users for \$2500 per Concurrent User up to a maximum of ten (10) Concurrent Users.
- Note 3.** Desired business terms:
- Note 4.** Payment terms:

Due Date	Amount Due
Effective Date	\$33,213
30 days from Effective Date	\$33,213
90 days from Effective Date	\$33,213

1/3 now, 1/3 in 30 days, 1/3 in 90 days